

**THIRD AMENDMENT TO THE AMENDED AND RESTATED
DECLARATION OF PHEASANTBROOK HOME OWNERS ASSOCIATION
(Davis County, Utah)**

THIS THIRD AMENDED AND RESTATED DECLARATION OF PHEASANTBROOK HOME OWNERS ASSOCIATION ("Third Amendment") is hereby adopted by the Pheasantbrook Home Owners Association ("Association"), for and on behalf of its members, and made effective as of the date recorded in the Davis County Recorder's Office.

RECITALS:

(A) This Third Amendment affects and concerns the real property located in Davis County, Utah and more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference ("Property").

(B) A plat map depicting Part I was recorded on March 24, 1975 in the Davis County Recorder's Office as Entry No. 410333.

(C) On or about March 24, 1975, the Declaration of Covenants, Conditions, and Restrictions for Pheasantbrook Planned Unit Development was recorded in the Davis County Recorder's Office, as Entry No. 410334 ("Enabling Declaration").

(D) A plat map depicting Part II was recorded on August 5, 1975 in the Davis County Recorder's Office as Entry No. 417218.

(E) On or about August 5, 1975, the Declaration of Covenants, Conditions, and Restrictions for Pheasantbrook Planned Unit Development was recorded in the Davis County Recorder's Office, as Entry No. 417219.

(F) A plat map depicting Part III was recorded on November 5, 1975 in the Davis County Recorder's Office as Entry No. 422437.

(G) On or about November 5, 1975, the Declaration of Covenants, Conditions, and Restrictions for Pheasantbrook Planned Unit Development was recorded in the Davis County Recorder's Office, as Entry No. 422438.

(H) A plat map depicting Part IV was recorded on December 7, 1976 in the Davis County Recorder's Office as Entry No. 448926.

(I) On or about December 7, 1976, the Declaration of Covenants, Conditions, and Restrictions for Pheasantbrook Planned Unit Development was recorded in the Davis County Recorder's Office, as Entry No. 448927.

(J) A plat map depicting Part V was recorded on March 23, 1977 in the Davis County Recorder's Office as Entry No. 457045.

(K) On or about March 23, 1977, the Declaration of Covenants, Conditions, and Restrictions for Pheasantbrook Planned Unit Development was recorded in the Davis County Recorder's Office, as Entry No. 457046.

(L) A plat map depicting Part VI was recorded on July 27, 1977 in the Davis County Recorder's Office as Entry No. 468352.

(M) On or about July 22, 1977, the Declaration of Covenants, Conditions, and Restrictions for Pheasantbrook Planned Unit Development was recorded in the Davis County Recorder's Office, as Entry No. 468353.

(N) A plat map depicting Part VII was recorded on February 22, 1978 in the Davis County Recorder's office as Entry No. 487257.

(O) On or about February 22, 1978, the Declaration of Covenants, Conditions, and Restrictions for Pheasantbrook Planned Unit Development was recorded in the Davis County Recorder's Office, as Entry No. 487258.

(P) A plat map depicting Part VIII was recorded on January 17, 1979 in the Davis County Recorder's office as Entry No. 520580.

(Q) On or about January 17, 1979, the Declaration of Covenants, Conditions, and Restrictions for Pheasantbrook Planned Unit Development was recorded in the Davis County Recorder's Office, as Entry No. 520581.

(R) A plat map depicting amending Part IV and V was recorded on January 25, 1979 in the Davis County Recorder's Office as Entry No. 521266.

(S) On or about February 24, 1988, an Amendment to the Declaration of Covenants, Conditions and Restrictions of the Pheasantbrook Planned Unit Development was recorded in the Davis County Recorder's Office, as Entry No. 816731.

(T) On or about February 18, 1999, By-Laws of Pheasantbrook Homeowners Association pertaining to the Declaration of Covenants, Conditions and Restrictions of Pheasantbrook Planned Unit Development (Part I through Part VIII) ("Bylaws") was recorded in the Davis County Recorder's Office as Entry No. 1488568.

(U) On or about June 13, 2011, an Amended and Restated Declaration of Pheasantbrook Home Owners Association, a Planned Unit Development, ("Amended & Restated Declaration") was recorded in the Davis County Recorder's Office as Entry No. 2602781.

(V) On or about June 6, 2014, an Amendment to the Amended and Restated Declaration of Pheasantbrook Home Owners Association, a Planned Unit Development, ("First Amendment") was recorded in the Davis County Recorder's Office as Entry No. 2807219, which made certain adjustments to the Article 12 of the Amended & Restated Declaration ("Rental Restrictions").

(W) On or about August 1, 2022, a Second Amendment to the Amended & Restated Declaration was recorded in Davis County Recorder's Office, as Entry No. 3490617 ("Second Amendment"), which authorized the sale and conveyance of a certain portion of underutilized Common Areas for the construction of New Units in the community, as further set forth therein.

(X) The Second Amendment previously authorized the Association, through its Board, to undertake the process of selling a portion of Common Area for the New Units, and otherwise engaging with the City and necessary parties to carry out the sale, development, and construction of the New Units and Improvements to the Common Areas. Notwithstanding, the Second Amendment also included depictions and total numbers of units that may no longer represent the best interests or maximum value for the Association.

(Y) It is the intent of this Third Amendment to broaden the scope of the Association ability to move forward with the best design and number of New Units to maximize the return on investment for the Association. Accordingly, the Association, through its Board, is empowered to negotiate and work with the developer and City to obtain a design that it believes maximizes the return and is in the best interest of the community and to not be specifically limited by prior designs or the maximum number of units. The Owners hereby authorize the Board to work with the developer and City in order to maximize the value of this new project, as set forth in the parties Real Estate Purchase Contract, as amended ("REPC"). This Third Amendment builds upon those rights and authorities granted in the Second Amendment empowering the Association to consider adjustments to the design and number of units in the project.

(Z) In accordance with Utah Code § 10-9a-606(5), the Association has obtained no less than 67% of the total voting interest consenting to this Third Amendment.

(Z) Pursuant to Article 19.3 of the Amended & Restated Declaration and the Utah Community Association Act, Owners of record, holding not less than sixty-seven percent (67%) of the total voting power of the Association, provided their written consent approving and consenting to the recording of this Third Amendment.

CERTIFICATION

By signing below, the Board hereby certifies that the above-described approvals were obtained, approving and consenting to the recording of this Third Amendment.

(AA) These Recitals are made a part of this Third Amendment

NOW, THEREFORE, pursuant to the foregoing, the Board of the Association hereby makes and executes this Third Amendment, which shall be effective as of its recording date.

COVENANTS, CONDITIONS AND RESTRICTIONS

1. Recitals. The above Recitals are incorporated herein by reference and made a part hereof.
2. No Other Changes. Except as otherwise expressly provided in this Third Amendment, the Amended and Restated Declaration, as amended, remains in full force and effect without modification.
3. Authorization. The individuals signing for the respective entities make the following representations: (i) he/she has read the Third Amendment, (ii) he/she has authority to act for the entity designated below, and (iii) he/she shall execute the Third Amendment acting in said capacity.
4. Conflicts. In the case of any conflict between the provisions of this Third Amendment and the provisions of the Amended & Restated Declaration or Second Amendment, this Third Amendment shall in all respects govern and control. In the case of any existing provisions that could be interpreted as prohibiting the modifications set forth in this Second Amendment, such provision is hereby modified in order to accomplish the purpose and intent of this Third Amendment, as set forth in the Recitals.

AMENDMENTS

5. Conveyance of a Portion of Common Area, Construction of New Units, and Improvements to the Common Areas. Owners in the Association hereby authorize the Board of Directors for the Association to undertake the process of selling a portion of Common Area for the New Units, and otherwise engaging with the City and necessary parties to carry out the sale, development, and construction of the New Units and Improvements to the Common Areas. This process is contemplated to include, but is not limited, to the following tasks:

- a. Sell at fair market value the portion of Common Area to be occupied by the New Units;
- b. Negotiate and enter into sale, construction, and other necessary agreements with necessary parties with respect to the New Units;
- c. Meet with relevant Centerville City and/or related government officials;
- d. Obtain requisite approval from relevant government departments/agencies;
- e. If necessary, prepare any amended plat(s), documents and/or surveys and participate in any necessary meeting;
- f. Speak for the Association and/or owners at any necessary hearing to accomplish this task;
- g. Execute any and all necessary documents to accomplish this task; and
- h. Record this Third Amendment and any plats/surveys or other documents that may be necessary to effectuate this transaction.

6. Definitions, Maintenance & Insurance. Once construction is completed upon the New Units and Improvements to the Common Area, the respective maintenance and insurance responsibilities will be the same as those set forth in the Amened & Restated Declaration.

7. ARTICLE XIII – NEW UNITS

13.1 Conveyance of a Portion of Common Area, Construction of New Units, and Improvements to the Common Areas. Owners in the Association hereby authorize the Board for the Association to undertake the process of selling a portion of Common Area for the New Units, and otherwise engaging with the City and necessary parties to conduct the sale, development, and construction of the New Units and Improvements to the Common Areas. This process is contemplated to include, but is not limited, to the following tasks:

- (a) Sell at fair market value the portion of Common Area to be occupied by the New Units;
- (b) Determine the total number, size and design of the New Units and improvements to the Common Areas in cooperation with the developer and City;
- (c) Negotiate and enter into sale, construction, and other necessary agreements with necessary parties with respect to the New Units;
- (d) Meet with relevant Centerville City and/or related government officials;
- (e) Obtain requisite approval from relevant government departments/agencies;
- (f) If necessary, prepare any amended plat(s), documents and/or surveys and participate in any necessary meeting;
- (g) Speak for the Association and/or owners at any necessary hearing to accomplish this task;
- (h) Execute any and all necessary documents to accomplish this task; and
- (i) Record this Third Amendment and any plats/surveys or other documents that may be necessary to effectuate this transaction.

13.2. Definitions, Maintenance & Insurance. Once construction is completed upon the New Units and Improvements to the Common Area, the respective maintenance and insurance responsibilities will be the same as those set forth in the Amended & Restated Declaration.

13.3 Option to Temporarily Rent New Units. The Buyer under that certain Real Estate Purchase Contract (“Contract”) dated January 24, 2023 may lease the New Units for up to a five year period, as set forth in the Contract, as amended.

PHEASANTBROOK HOME OWNERS ASSOCIATION

Matthew Gibson

By:
Its: Board President

STATE OF UTAH)
 : ss
COUNTY OF DAVIS)

On this 13th day of Nov, 2023, personally appeared before me Walt Gibson, who being by me duly sworn, did say that they are the President and authorized representative of PHEASANTBROOK HOME OWNERS ASSOCIATION and that the within and foregoing instrument was signed on behalf of said corporation and duly acknowledged to me that they executed the same.

Delsi Nixon
Notary Public
Residing at: 2017 Kensington Ave
My Commission Expires: 2/28/2027

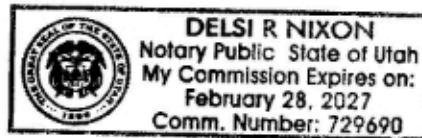


Exhibit "A"
Legal Description

Phase 1 – Units 1 through 24, contained with the Pheasantbrook Planned Unit Development
Serial Nos. 02-237-0001 through 02-037-0024

Phase 2 – Units 41 through 48, contained with the Pheasantbrook Planned Unit Development
Serial Nos. 02-037-0041 through 02-037-0048

Phase 3 – Units 25 through 40; 49 through 52, contained with the Pheasantbrook Planned Unit
Development
Serial Nos. 02-038-02-038-0025 through 02-038-0040; 02-38-0049 through 02-038-0052

Phase 4 Amended – Units 53 through 64, contained with the Pheasantbrook Planned Unit
Development
Serial Nos. 02-038-0053 through 02-038-0064

Phase 5 Amended – Units 65 through 72, contained with the Pheasantbrook Planned Unit
Development
Serial Nos. 02-034-0065 through 02-034-0072)

Phase 6, Units 73 through 92, contained with the Pheasantbrook Planned Unit Development
Serial Nos. 02-034-0073 through 02-034-0092

Phase 7 – Units 93 through 124, contained with the Pheasantbrook Planned Unit Development
Serial Nos. 02-035-0093 through 02-035-0124

Phase 8 – Units 125 through 144, contained with the Pheasantbrook Planned Unit Development
Serial Nos. 02-036-0125 – 02-036-0144

Including the following common areas:

02-034-0093; 02-035-0125; 02-036-0145; 02-037-0049; 02-037-0050

Total: 149 Parcels